

A. G. Contract No. KR93 1937TRN
ECS File: JPA 94-10
JPA No.: 93-110
Project: G1050 37C
Section: Construct Access to
Winchester Theater ESP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SHOW LOW

THIS AGREEMENT is entered into 8 October, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF SHOW LOW, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 41-1513 and 28-1895 et seq to enter into this agreement
and has by resolution, a copy of which is attached hereto and
made a part hereof, resolved to enter into this agreement and
has authorized the undersigned to execute this agreement on
behalf of the City.

3. The City has requested Economic Strength Project (ESP)
funds in the amount of \$20,256.00; the Arizona Department of
Commerce and the Economic Development Commission have
recommended the approval of such funds for the City, and the
Transportation Board has approved the funding, for the
construction of access to the Winchester Theater to provide
improved access to local business, and aid in the retention and
development of local business, hereinafter referred to as the
Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18095</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/02/93</u>
<u>Richard H. Hovary</u> Secretary of State
By <u>Vicky J. Greenwald</u>

II. SCOPE

1. The City will:

a. Insure the additional commitment of thrity three and one tenth percent (33.1%) of the total estimated Project cost, or \$10,000.00, whichever is more, from the City or other sources (not including ESP funds) to the Project and related improvements. Upon completion, accept the Project on behalf of the City and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$20,256.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of \$20,256.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of ESP funds expended under this agreement shall not exceed sixty six and nine tenths percent (66.9%) of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007


City of Show Low
City Manager
200 West Cooley Street
Show Low, AZ 85901

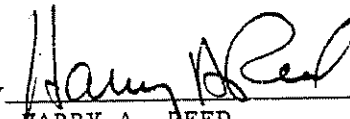
10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

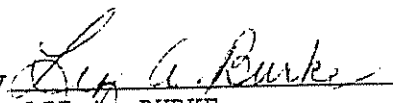
CITY OF SHOW LOW

STATE OF ARIZONA
Department of Transportation

By 
GERRY WHIPPLE
Mayor

By 
HARRY A. REED
Director, Transportation
Planning Division

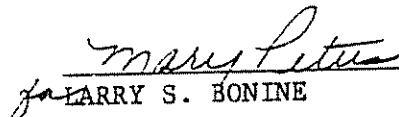
ATTEST:

By 
LIZ A. BURKE
City Clerk

RESOLUTION

BE IT RESOLVED on this 3rd day of August 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Show Low for the purpose of defining responsibilities for the pass through of Economic Strength Project funds for the City to construct a new access to the Winchester theater.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


for LARRY S. BONINE
Director


CITY OF SHOW LOW RESOLUTION NO. 645

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF SHOW LOW, ARIZONA APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE
ARIZONA STATE DEPARTMENT OF TRANSPORTATION,
AND AUTHORIZING EXECUTION OF SAID AGREEMENT

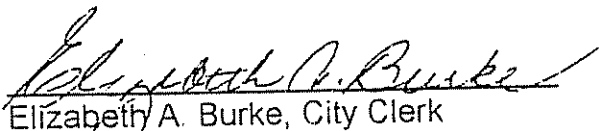
ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Navajo County, State of Arizona, hereby approves the Intergovernmental Agreement with the Arizona State Department of Transportation for Project G1050 37C, "Construct Access to Winchester Theater ESP" in the amount of \$20,256.00 from the Arizona State Department of Transportation, with a match from the City of Show Low of 33.1% of the total estimated Project cost, or \$10,000.00, whichever is more, and authorizes Gerry Whipple, Mayor, to execute this agreement on behalf of the City of Show Low.

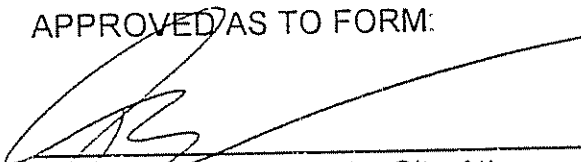
PASSED AND ADOPTED this 21st day of September, 1993, by the Mayor and Council of the City of Show Low, Arizona.


Gerry Whipple, Mayor

ATTEST:


Elizabeth A. Burke, City Clerk

APPROVED AS TO FORM:

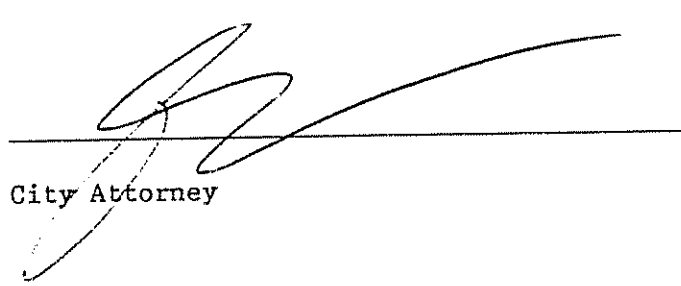

David A. Brown, Interim City Attorney

JPA 93-110

APPROVAL OF THE SHOW LOW CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SHOW LOW and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 21 day of September, 1993.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

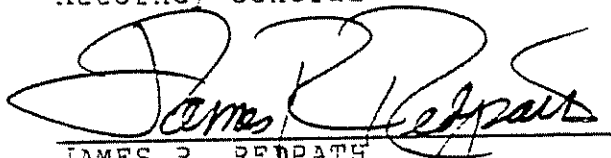
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-1937-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this *4th* day of October, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsc
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